

THE EDUCATIONAL ENDOWMENTS (IRELAND) ACT, 1885.

COPY OF SCHEME for the management of THE DIOCESAN SCHOOLS
and BANAGHER ROYAL SCHOOL ENDOWMENTS; LIMERICK, KILLALOE, and
KILFENORA DIOCESAN SCHOOL ENDOWMENT, provisionally approved by the
LORD LIEUTENANT IN COUNCIL. Presented to the HOUSE OF COMMONS,
in pursuance of the Educational Endowments (Ireland) Act, 1885.

Privy Council Office,
Dublin Castle,
10th February, 1897. }

J. B. DOUGHERTY,
Clerk of the Council.

(Presented in pursuance of Act.)

Ordered, by THE HOUSE OF COMMONS, to be printed,
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48 & 49 Vic., cap. 78.

THE EDUCATIONAL ENDOWMENTS (IRELAND) ACT, 1885.

In the matter of the amended Supplemental Scheme framed under the Educational Endowments (Ireland) Act, 1885, for the future government and management of the Endowment heretofore belonging to **The Limerick, Killaloe, and Kilkennya Diocesan School.**

To the Right Hon. GEORGE HENRY EARL CADOGAN, K.G.,
Lord Lieutenant, in Council.

The HUMBLE PETITION of the Reverend Canon JAMES FITZGERALD GREGG, A.M.,
Rector of St. Lawrence and Canon of St. Patrick's National Cathedral.

SHOWNETH :

That your Petitioner has been in possession of the Diocesan School House, Limerick, known as the Roxborough School, since the year 1874, and as tenant thereof to the Educational Commissioners since 1st January, 1880, under a written proposal at yearly rent of £20, and since the said Schoolhouse came into Petitioner's possession he has expended thereon considerably over £500 on the buildings and their maintenance. It has been the Parochial Schoolhouse of his said Parish and Petitioner has carried on therein a Boarding and Day School for poor female children and infants, and has a vested interest in the premises as part of the Endowment.

That the Judicial Commissioners under the Educational Endowments (Ireland) Act, 1885, on the 25th day of January, 1896, prepared and signed a Supplemental Scheme relating to Limerick, Killaloe, and Kilkennya Diocesan School Endowment, and submitted same for the approval of the Lord Lieutenant in Council.

That by an Order dated the 16th July, 1896, the Lord Lieutenant in Council provisionally approved of the aforesaid Scheme, and on the 2nd day of December, 1896, the Lord Lieutenant in Council published a notice that the said Scheme had been provisionally approved of, and that unless that within two months from the said 2nd day of December, 1896, a Petition was presented to the Lord Lieutenant in Council praying that the said Scheme might be laid before Parliament, said Scheme might be finally approved of by an Order in Council without being laid before Parliament.

That your Petitioner objects to the said Scheme as it deprives him of the right of pre-emption of the School premises conceded to him by three Privy Councils, and directs same to be put up for Public Auction, and also deprives him of a sum of £450 ascertained and awarded to him by the Commissioners in their Draft Scheme.

That since the allowance of £450 by the Commissioners in their Draft Scheme, your Petitioner expended a sum of £56 15s. 6d. on sanitary alterations to comply with the requirements of the Local Sanitary Authorities, and this sum he claims in addition to the sum of £450 above mentioned.

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That the Protestant community of all denominations of the City and County of Limerick approve of his possession, and in support thereof Petitioner refers to a resolution of the Diocesan Council of the Diocese of Limerick, which states, " With reference to the Roxborough School Endowment, the Council objects to the Scheme of the Commissioners, inasmuch as it offers the School-house to public auction though it has always been in Protestant hands, is a useful educational establishment, and is occupied by the present Manager with the knowledge and consent of the Commissioners of Education." The Council submits that it would be just to act on the principle by which they have been guided in other similar cases, and offer it to the present Manager at a valuation to be made by the Commissioners themselves.

That in the event of its passing out of Petitioner's hands (in case of its being put up for sale by public auction), Petitioner's Parish will then be deprived of a Parochial School, and the Schools for girls and infants connected with his Church and Parish of St. Lawrence, which have at present on the Rolls sixty-five pupils in attendance, will be completely broken up.

That the Scheme refuses to Petitioner a right which was recognized and conceded to the Jesuit Body who were in possession of the Mangret Buildings and Model Farm, and he submits that he is entitled to the same advantages as regards pre-emption as the Jesuit Body.

Your Petitioner prays that the Scheme so provisionally approved may be laid before Parliament in conformity with the Educational Endowments (Ireland) Act, 1883.

And your Petitioner will ever pray.

(Signed), J. F. GREGG,
Rector of St. Lawrence Parish, Limerick ;
Canon of St. Patrick's National Cathedral.

January 25th, 1897.

Wm. M. Beauchamp,
Solicitor for Petitioner,
5, Foster-place, Dublin.

THE EDUCATIONAL ENDOWMENTS (IRELAND) ACT, 1885.

In the matter of the amended Supplemental Scheme framed under the Educational Endowments (Ireland) Act, 1885, for the future government and management of the Endowment heretofore belonging to **The Limerick, Killaloe, and Kilfenora Diocesan School.**

To the Right Hon. GEORGE HENRY EARL CADOGAN, K.G.,
The Lord Lieutenant in Council.

The HUMBLE PETITION of the Undersigned RATEPAYERS of the
POOR LAW UNION of LIMERICK.

SHOWETH :

That your Petitioners are Ratepayers (not less than twenty) of the Poor Law Union of Limerick.

That the Judicial Commissioners under the Educational Endowments (Ireland) Act, 1885, on or about the 12th day of May, 1886, prepared and signed an amended Supplemental Scheme relating to Limerick, Killaloe, and Kilfenora Diocesan School Endowment, and submitted the same for the approval of the Lord Lieutenant in Council.

That by an Order dated the 16th day of July, 1886, the Lords Justices in Council provisionally approved of the aforesaid Scheme, and on the 2nd day of December, 1886, the Lords Justices in Council published a notice that the said Scheme had been provisionally approved of by them, and that unless within two months from the said 2nd day of December, 1886, a Petition in Council praying that the said Scheme might be laid before Parliament, said Scheme might be finally approved of by an Order in Council without being laid before Parliament.

That your Petitioners object to the said Scheme so provisionally approved of inasmuch as it offers the Roxborough School House, Limerick, to Public Auction though it has always been in Protestant hands, is a useful educational establishment, and has been in the possession of the Reverend Canon James FitzGerald Gregg, the present Manager, since 1874, and as tenant to the Educational Commissioners since 1st January, 1880.

That it deprives the Manager, the Reverend Canon James FitzGerald Gregg, of the sum of £400 given to him by the Educational Commissioners in the Draft Scheme in respect of money expended by him upon the School premises, and £50 by way of allowance for his goodwill.

That it refuses a right of pre-emption to the Reverend Canon James FitzGerald Gregg, which was recognised and conceded to the Jesuit Body who are in possession of the Mungret College Buildings, and which right of pre-emption was recognised and given to him by the decision of three Privy Councils and provisionally approved by the Lord Lieutenant in Council.

Your Petitioners pray that the Scheme so provisionally approved may be laid before Parliament in conformity with the Educational Endowments (Ireland) Act, 1885.

And Your Petitioners will ever pray.

Signed, WM. BEAUCHAMP,
24, Mallow Street, Limerick,
Solicitor,

and thirty-three others.

EDUCATIONAL ENDOWMENTS (IRELAND) ACT, 1885.

No. 90; Supplemental.

PROVISIONAL APPROVAL BY ORDER IN COUNCIL.

The Diocesan Schools and Banagher Royal School Endowments; Limerick, Killaloe, and Kilfenora Diocesan School Endowment.

By the Lord Lieutenant and Privy Council in Ireland.

CADOGAN.

Whereas the Right Honorable Gerald FitzGibbon and the Right Honorable William O'Brien, the Judicial Commissioners constituted under the Educational Endowments (Ireland) Act, 1885, have, in virtue of the powers conferred upon them by the said Act and the Acts continuing the same, and of every other power enabling them in that behalf, framed and signed under their hands a Supplemental Scheme relating to the Endowment heretofore belonging to the Limerick, Killaloe, and Kilfenora Diocesan School, which Scheme is annexed to this Order:

And whereas the time limited by the said Acts for exercising the powers of making and approving this Scheme has been duly extended, upon special cause shown, with reference to the above-mentioned Endowments, by Orders of the Lord Lieutenant in Council, dated, respectively, March 30, 1893, December 23, 1893, July 26, 1894, December 31, 1894, June 20, 1895, December 17, 1895, and August 18, 1896, in pursuance of the 38th section of the first-mentioned Act:

And whereas all the conditions in regard to the said Scheme, which are required to be fulfilled by the said Acts to enable the said Scheme to be provisionally approved, have been fulfilled:

Now therefore, We, the Lord Lieutenant-General and General Governor of Ireland, by and with the advice and consent of Her Majesty's Privy Council in Ireland, do by this Order, pursuant to the 24th and 38th sections of the first-mentioned Act, declare provisionally our approbation of the aforesaid Scheme, and the same is hereby provisionally approved.

Given at the Council Chamber, Dublin Castle, this
1st day of December, 1896.

ASHBOURNE, C.
G. W. BALFOUR.
C. R. BARRY.
RD. MARTIN.

[SIGNED.]

SUPPLEMENTAL SCHEME REFERRED TO IN THE FOREGOING ORDER.

No. 90 ; Supplemental.

EDUCATIONAL ENDOWMENTS (IRELAND) COMMISSION.

SUPPLEMENTAL SCHEME framed under the Educational Endowments (Ireland) Act, 1885, for the future government and management of the Endowment heretofore belonging to The Limerick, Killaloe, and Kilfenora Diocesan School.

Whereas, by an Act of Parliament passed in Ireland in the twelfth year of the reign of Her Majesty Queen Elizabeth, entitled "An Act for the Erection of Free Schools," it was provided that there should be a Free School in every Diocese in Ireland, the School-house to be built at the costs and charges of the whole Diocese, and the stipend of the Schoolmasters to be paid and contributed by the Ordinary, Parsons, Vicars, Prebendaries, and other Ecclesiastical Persons of the Diocese, in certain proportions :

And whereas Free Schools for certain Dioceses, including the Diocese of Limerick, were established under the said Act, and a School-house for the Limerick Diocesan Free School was built in or near the City of Limerick :

And whereas, by an Act of Parliament passed in the fifty-third year of the reign of His Majesty King George the Third, cap. 107, entitled "An Act for the appointment of Commissioners for the regulation of the several Endowed Schools of public and private foundation in Ireland," it was provided that, for the purpose of maintaining such Diocesan Free Schools as aforesaid, it should be lawful for the Commissioners of Education in Ireland, thereby constituted, to declare that any two or more adjoining Dioceses should be united into one District, and that the Free Schools of such Dioceses should be consolidated into one Free School, to be kept in such manner as the said Commissioners should direct, and the Dioceses of Limerick, Killaloe, and Kilfenora were afterwards united into one District for the purposes of the said Act :

And whereas the School-house in which the Limerick Diocesan Free School had been established fell into ruin, and in the year 1837 a new School-house was erected, by the Commissioners of Education, on the site at Roxborough Road in the City of Limerick particularly described in the Schedule hereto, at a cost of £1,872 15s. 4d., of which the sum of £1,640 was presented by the Grand Juries of the County and County of the City of Limerick, and in the same year a Diocesan Free School for the District consisting of the Dioceses of Limerick, Killaloe, and Kilfenora was established in the said School-house :

Diocesan School
for Limerick,
Killaloe, and
Kilfenora.

And whereas, at the date of the passing of the Irish Church Act, 1869, and of the Irish Church Act Amendment Act, 1872, the Rev. Dr. Hall was Master of the said Diocesan Free School ; and in the year 1872 the said Rev. Dr. Hall committed and compounded for his life interest, under the provisions of the said Acts, and discontinued the said School, but the said Rev. Dr. Hall continued to occupy the said School-house until his death, and the said School premises fell into dilapidation :

And whereas, in the year 1874, the Rev. James FitzGerald Gregg, Incumbent of Trinity Church, Limerick, entered into negotiations with the said Rev. Dr. Hall for obtaining possession of the said School-house, and applied to the said Commissioners of Education to let or sell the said School premises to him :

And whereas, while the said negotiations were still pending, the said Rev. Dr. Hall died, leaving Mary Anne Hall, his widow and personal representative, in possession of the said School premises, and on November 5, 1874, the said Mary Anne Hall, in consideration of £20, granted by deed all her estate and interest in the said School premises, and gave up the possession thereof, to the said Rev. James FitzGerald Gregg, who thereupon entered into and has since had possession of the said premises, and has established and carried on therein a Boarding and Daily School for poor female children :

And whereas, from January 1, 1880, the said Rev. James FitzGerald Gregg became tenant of the said premises, from year to year, to the said Commissioners of Education, at a rent of £20 per annum, under an accepted proposal in writing dated December 18, 1879, and has since been in possession of the said premises as tenant to the said Commissioners, upon the terms stated in the said proposal :

And whereas the said Commissioners of Education were reconstituted by the Scheme No. 34, framed under the Educational Endowments (Ireland) Act, 1885, and finally approved by Order of the Lord Lieutenant in Council, dated May 22, 1891 :

And whereas the Judicial Commissioners constituted under the said Act duly framed a Scheme, No. 90, signed under their hands, for the future government and management of the Educational Endowments of and belonging to certain Diocesan Free Schools, including the said School for the Dioceses of Limerick, Killaloe, and Kilfenora ; and the said Scheme, No. 90, was provisionally approved by the Lord Lieutenant, by Order in Council, dated June 22, 1894 :

And whereas the said Scheme, No. 90, was afterwards laid before Parliament, pursuant to the said Act, and by Resolution dated May 20, 1895, the House of Commons disapproved of a part of the said Scheme relating to the Endowment of and belonging to the said Limerick, Killaloe, and Kilfenora Diocesan School :

And whereas the Lord Lieutenant, by Order in Council, dated January 28, 1896, has finally approved of so much of the said Scheme, No. 90, as did not relate to the said Limerick, Killaloe, and Kilfenora Diocesan School Endowment, but has abstained from approving of any part of the said Scheme which related to the said Limerick, Killaloe, and Kilfenora Diocesan School Endowment, and the said Endowment has not yet been finally or effectively dealt with under the said Act :

And whereas the time limited by the said Act for making and approving of Schemes under the same has been duly extended, upon special cause shown, by the Lord Lieutenant by Orders in Council dated, respectively, March 20, 1893, December 23, 1893, July 26, 1894, December 31, 1894, June 20, 1895, and December 17, 1895, and the powers conferred by the said Act are still in force, with reference to the said Limerick, Killaloe, and Kilfenora Diocesan School Endowment, being the Endowment comprised in this Supplemental Scheme ; and the same now constitutes an Educational Endowment within the meaning of the Educational Endowments (Ireland) Act, 1885, and the said Act applies to the same :

And whereas it has appeared to the Commissioners under the said Act, after due inquiry, that, in order to secure and extend the usefulness of the said Endowment, provision should be made for the future government and management thereof, in manner hereinafter appearing :

Therefore, from and after the date of this Supplemental Scheme, being the day upon which the Lord Lieutenant shall by Order in Council declare his approbation hereof, the said Endowment shall be held, governed, managed and applied for the purposes, with the powers, under the conditions and provisions, and in the manner hereinafter set forth, and not otherwise, any previous Act of Parliament, Letters Patent, Statute, Charter, Scheme, Decree, Order, Deed, Will, Instrument, Trust, or Direction, relating to the subject-matter of this Supplemental Scheme, to the contrary notwithstanding.

Preliminary.

1. For the purposes of this Supplemental Scheme, unless the context otherwise requires, the following terms shall be interpreted as follows :—

Interpretation of Terms.

"The Act" shall mean The Educational Endowments (Ireland) Act, 1885.

"The Commissioners" shall mean the Commissioners of Education in Ireland, incorporated under the hereinbefore recited Act, 53 George III., cap. 107, as duly constituted for the time being.

"Intermediate Education" shall mean Education in such subjects as may, from time to time, be included in the programme of the examinations held by the Intermediate Education Board for Ireland.

"The Endowment" shall mean and include all the estate and interest of the Commissioners in the land, buildings, tenements, hereditaments, stocks, funds, securities, moneys, and premises described in the Schedule hereto; and all rents, interest, dividends, and income thereof, due or accruing, and all other the property, real or personal, at the date of this Scheme vested in or held or possessed by the Commissioners, or by any other person or persons, upon trust for or applicable to the purposes of the Diocesan Free School for the Dioceses of Limerick, Killaloe, and Kilfenora, formerly existing at Limerick as hereinbefore mentioned; and shall also include the proceeds of the sale of the estate and interest of the Commissioners in the said land buildings and premises described in the Schedule hereto, when sold as herein-after directed.

"The Original Scheme" shall mean the Scheme, No. 90, framed under the Act as hereinbefore mentioned, as finally approved by the Lord Lieutenant by the hereinbefore recited Order in Council dated January 28, 1896.

Trusts of the Endowment.

2. From and after the date of this Scheme, the Commissioners shall continue to hold the Endowment, with all powers rights and remedies for the recovery thereof, and shall receive and apply the income and annual produce thereof, subject to the conditions and provisions herein contained, and to all such rents, charges, rights, tenancies, easements, and liabilities as at the date of this Scheme may lawfully affect the same, upon trust to promote Intermediate Education in the Dioceses of Limerick, Killaloe, and Kilfenora, hereinafter referred to as the locality to which the said Endowment belongs.

Trusts of the Endowment.

Application of the Endowment.

3. The Commissioners shall and may apply the interest, dividends, rents, profits, and other annual produce of the Endowment, to such and so many of the following purposes as they may, from time to time, deem most expedient for the promotion of Intermediate Education in the locality to which the Endowment belongs :—

Application of the Endowment.

(a.) To aid Schools which are engaged in giving Intermediate Education in the said locality, by giving grants towards the payment of teachers of Intermediate Schools, or the purchase of educational appliances required for giving Intermediate Education.

(b.) To provide prizes or exhibitions, or to pay or contribute to the payment of school fees, for deserving pupils of Intermediate Schools

within the locality aforesaid. These prizes and exhibitions may be awarded by competition, or by selection according to merit, or according to the results of the examinations held by the Intermediate Education Board, in such manner and subject to such conditions as the Commissioners may from time to time prescribe, so as to enable or aid or encourage such pupils as aforesaid to pursue a course of Intermediate Education, and to present themselves in the several and successive Grades at the examinations held by the Intermediate Education Board.

(c.) To provide and accumulate a reserve fund, out of the capital whereof grants may be made to aid in establishing Intermediate Schools in places within the locality aforesaid, where it may seem to the Commissioners likely that such Schools will prove permanently useful and successful.

(d.) To defray any expenses properly and necessarily incurred in carrying out the provisions of this Scheme.

Distribution of funds.

4. In making grants to Schools, and in distributing the funds under this Scheme, the Commissioners shall have regard to the needs of the several places within the said locality in respect of Intermediate Education, and to the relative numbers of pupils receiving or requiring Intermediate Education in the several Schools entitled to share in the Endowments. The Commissioners shall satisfy themselves, by such means as they may from time to time think efficient, that the Endowment is duly expended in accordance with the provisions of this Scheme, and they shall include a report thereon in their annual report to the Lord Lieutenant, presented in pursuance of the Original Scheme.

Sale of school premises.

5. As soon as conveniently may be after the date of this Scheme, the Commissioners shall put up for sale by public auction, and shall sell to the highest bidder, all their estate and interest in the land buildings and premises described in the Schedule hereto, subject to the subsisting tenancy of the said Rev. James FitzGerald Gregg in the said premises, under the hereinafore recited accepted proposal dated December 18, 1879. When the said premises shall have been sold, the Commissioners shall convey the same, for all their estate and interest therein, subject as aforesaid, to the purchaser thereof, and the purchase-money, after discharging the necessary expenses of the sale and conveyance, shall be received retained and invested by the Commissioners. The rents and profits of the said premises until sale, and the interest income and produce of the purchase-money after sale, shall be received and applied by the Commissioners upon and for the trusts and purposes of this Scheme.

Incorporation with original Scheme.

6. So far as may be consistent with the provisions of this Supplemental Scheme, the Original Scheme and this Supplemental Scheme shall be read and construed and shall take effect as one Scheme; and the provisions of the Original Scheme as to inspection, the powers of the Commissioners, the printing of the Scheme, and the alteration of the Scheme, shall apply to the Endowment in the same manner as if the same had been comprised in the Original Scheme.

SCHEDULE referred to in the foregoing Supplemental Scheme.

THE LIMERICK, KILLALOE, AND KILFENORA DIOCESAN SCHOOL ENDOWMENT.

1. All that plot of land containing 1 acre 2 roods 19 perches statute measure, or thereabouts, situate at Roxborough Road in or near the City of Limerick, with the School-house and buildings thereon, formerly known as the Diocesan School, and now known as the Roxborough Road School, held by the Rev. James FitzGerald Gregg, under the above-recited accepted proposal, dated December 18, 1879, as tenant from year to year to the Commissioners of Education in Ireland, at the yearly rent of £20, payable on every 1st day of January and 1st day of July; subject to the said tenancy, the said premises are held by the said Commissioners for a term of 999 years from June 26, 1827, free of rent.

2. A sum of £53 1s. 6d. Government Consolidated Stock, standing in the books of the Governor and Company of the Bank of Ireland, in the names of the Commissioners of Education in Ireland, to the credit of the account entitled "Limerick Diocesan Schoolhouse."

3. A sum of £64 11s. 11d. cash in the hands of the said Commissioners standing to the same credit.

4. All rent due and accruing at the date of this Scheme in respect of the said premises, and all or any other sums of stock or cash, or other property, belonging to the Limerick, Killaloe, and Kilfenora Diocesan School Endowment at the date of this Scheme.

We, the Judicial Commissioners constituted under the Educational Endowments (Ireland) Act, 1880, having duly prepared the foregoing Scheme, hereby submit the same for the approval of the Lord Lieutenant in Council under the said Act, duly signed by both of us under our hands, this Twelfth day of May, 1896.

GERALD FITZGIBBON, } *Judicial*
WILLIAM O'BRIEN, } *Commissioners.*

Witness :

N. D. MURPHY,

Secretary

The Educational Endowments (Ireland) Act, 1885.

PROVISIONAL ORDER IN COUNCIL.

(48 and 49 Vict., cap. 78.)

SCHEME FOR:—

No. 90.—Supplemental.—Dioceses of Limerick, Killaloe, and Kilfenora.

The Diocesan Schools and Banagher Royal School Endowments; Limerick, Killaloe, and Kilfenora Diocesan School Endowment. (Amended).

NOTICE.

Notice is hereby given, that the Lord Lieutenant in Council, by Order dated the 1st day of December, 1896, provisionally approved, pursuant to the 24th Section of the said Act, of the above-mentioned Scheme.

The said Scheme may be finally approved, unless within two months after the first publication of this Notice a Petition is presented to the Lord Lieutenant in Council praying that the same may be laid before Parliament, as provided by the 24th Section of the above-cited Act.

The first publication of this Notice is the 2nd day of December, 1896.

J. B. DOUGHERTY.

PRIVY COUNCIL OFFICE, DUBLIN CASTLE,
1st December, 1896.

MEMO.

The Objections in this matter came before a Committee of the Privy Council on the 13th November, 1896, and Counsel having been heard on behalf of the objectors, and also in support of the Scheme, the Lord Chancellor announced that the Committee would recommend the Lord Lieutenant in Council to provisionally approve of the Scheme.

Privy Council Office,

Dublin Castle.

EDUCATIONAL ENDOWMENTS (IRELAND) ACT, 1885.

SCHEME NO. 90; SUPPLEMENTAL.—THE DIOCESAN SCHOOLS AND BANAGHER ROYAL SCHOOL ENDOWMENTS; LIMERICK, KILLALOE, AND KILFENORA DIOCESAN SCHOOL ENDOWMENT.

OBJECTIONS to the foregoing Scheme lodged with the Privy Council, and OBSERVATIONS of the Judicial Commissioners.

OBJECTIONS.

1. Most Rev. Dr. O'Dwyer, Lord Bishop of Limerick,	Page 14
2. The Mayor, Aldermen, and Burgesses of the City of Limerick,	21
3. Rev. Canon J. F. Gregg,	22
OBSERVATIONS OF THE JUDICIAL COMMISSIONERS,	25

1. Most Rev. Dr. O'DWYER.

I beg to object to the Scheme No. 90, Supplemental, on the grounds:

That a scheme identical with it in substance and even in terms has been already considered by the Lord Lieutenant in Council and remitted by him with a declaration:

That this supplemental Scheme, in direct opposition to the express terms of that declaration, contains a provision for giving credit to the Rev. Canon Gregg for outlay made by him on the premises in question during the period of his occupation of them.

As, however, it is my desire that Rev. Canon Gregg's claim to compensation should be considered on its merits as a matter of equity, I object formally to that part of the Scheme which allows him credit out of or against the purchase money of the premises to the amount of £450, in respect of moneys expended by him and of good will. I submit that any such allowance is unjust and unreasonable, and a grievous wrong to the Citizens of Limerick.

To make the grounds of this objection quite clear I beg to observe that the Scheme recites "The Rev. Dr. Hall died leaving Mary Anne Hall, his widow, and personal representative, in possession of the said school premises, and on November 5, 1874, the said Mary Anne Hall, in consideration of £20, granted by deed all her estate and interest in the said school premises, and gave up the possession thereof, to the said Rev. J. F. Gregg, who thereupon entered into and has since had possession of the said premises."

"And whereas from January 1, 1880, the said Rev. J. F. Gregg became tenant of the said premises, &c."

Now I object in the first place to any allowance to Canon Gregg, on account of outlay made during this period from 1874 to 1880.

It will be observed that the Scheme is discreetly silent about this period: but its history has a most important bearing on the equities of the case. It can be read in the Blue Book for 1881, p. 381 and p. 382, and I think its perusal will satisfy any reasonable person that the proceedings by which Canon Gregg seized these buildings and held them for six years disentitled him to any compensation. Mrs. Hall is described in the Scheme as conveying "her estate and interest" to him. She had neither one or the other, and he knew she had not; but acting on the dishonest advice of the Secretary of the Trustees owners he paid her a paltry sum of £20, so as to get into a position of advantage against the Commissioners, and having got in he paid no rent, held the house for six years, came to the conclusion, as he openly stated on his oath, that "their title was bad," and proceeded to spend money on it as if it were his own.

Surely outlay made in such circumstances cannot found a claim to compensation. No honest man would dream of seizing a fine house, and land, practically for nothing, and whoever does so must take the risk of such a transaction. At least the species of a title, and good faith in the contract are conditions to an equitable claim to compensation.

But here Canon Gregg had no title whatsoever: thought he could defeat the owners—absolutely paid no rent, then or since, for that period. On what principle then can he be allowed compensation for outlay? According to his own statement of claim the amount expended by him up to January 1, 1880, was £284 6s. 4d., which I submit should absolutely be disallowed, leaving a sum of £192 10s. 1d. to be considered.

There is a further reason for disallowing his outlay before he was recognised as a tenant, that as I shall show presently he entered into a formal agreement with the Commissioners of Education for the possession of these premises in February, 1880, and as he made no claim whatsoever then on account of his outlay made during the previous six years, it is plain that he either thought that he had no such claim in law or equity, or that he waived it.

With regard to his tenancy the Scheme recites:—

"And whereas from January 1, 1880, the said Rev. J. F. Gregg became tenant of the said premises from year to year to the said Commissioners of Education, at a rent of £20 per annum, under an accepted proposal in writing dated December 18, 1879, and has since been in possession of the said premises as tenant to the said Commissioners upon the terms stated in the said proposal."

With regard to this tenancy, I am informed that by the express terms of the Act which governs the dealings of the Commissioners of Education with these premises, 53 George III., Ch. 107, Sec. 27, the site which was purchased for a Diocesan School in the year 1839 is "inalienable and not to be left or disposed of to any other use whatsoever."

If my information is correct, then, I think I am within my rights in objecting to an attempt by a misstatement in the Scheme to create a tenancy which does not exist, and make it the ground work of a claim to compensation.

But whatever of this, it is important to see the terms of agreement under which Canon Gregg holds the place.

The following is a certified copy of the document furnished to me by the Secretary of the Commissioners of Education:—

PROPOSAL of REV. J. F. GREGG to become TENANT for the LIMERICK DIOCESAN SCHOOL.

TO THE COMMISSIONERS OF EDUCATION IN IRELAND.

MY LORDS AND GENTLEMEN,

I hereby propose and agree to become tenant to you for your house and premises known as the Limerick Diocesan School in the City of Limerick, together with all the buildings and appurtenances thereto belonging as tenant from year to year, from the first day of January, one thousand eight hundred and eighty, at the yearly rent of twenty pounds per annum payable half yearly on every first day of July and first day of January.

I also agree not to sublet or assign the said house and premises without your consent in writing, and I further agree to keep the same in good repair, and at the determination of my tenancy to return and yield up the same in as good order, repair, and condition as I shall receive them—reasonable wear and tear and damage by fire or storm excepted.

I also agree to pay all rates, assessments, taxes, charges, and impositions payable for or in respect of the said premises (landlord's proportion of poor rate and income tax only excepted).

I am not to receive or expect—or am you bound to give—any covenant for or warranty of good title or for quiet enjoyment nor are such covenants to be implied hereby.

Dated this 28th day of February, 1880.

Signed by the said JAMES F. GREGG
in presence of
W. M. BRATHGAM,
Solicitor,
Limerick.

JAMES F. GREGG, Clerk.
A True Copy.
N. D. MURPHY,
March 27, 1880.

With this document before us we can now estimate the justice of this Scheme. Let there be any mistake I quote its own words:—

"And whereas the said Commissioners from time to time expended the amount of the said yearly rent upon the repairs and maintenance of the said school premises, or gave credit for the amount of the said rent to the said Rev. J. F. Gregg, against expenditure by him upon such repairs and maintenance."

"And whereas the said Rev. J. F. Gregg further expended upon the permanent improvement structural repair and maintenance of the said school premises, and in payment of taxes, and other outgoings in respect thereof, with the knowledge of the said Commissioners, over and above the cost of ephemeral repairs, and over and above the amount of the said yearly rent, various sums amounting in all from November 5, 1874, to the present time, as nearly as can now be ascertained, to the sum of £400."

Now I venture to assert that in face of the terms of Canon Gregg's agreement that it is absolutely shocking to propose to compensate him according to these recitals.

In the first place it will be observed how deftly in the last line the period for compensation is carried back for six years before the tenancy began—the period of lawless seizing and overhobbling. (b) Then that one after another—the very things which he covenanted to do at his own expense as a consideration for being accepted as a tenant at £20 a year—these very things are undigestedly put forward as grounds for compensation. That is, after the lapse of sixteen years, this Scheme is to go back, and cancel the terms of his tenancy and relieve him of the obligations which he voluntarily undertook. It seems to me a most extraordinary proposition; and I cannot imagine any tribunal sanctioning it. I submit, then, that all claims of Canon Gregg on account of repairs, maintenance, taxes, and all other outgoings should be disallowed, and as the Commissioners have found that they amount to £400, that so much of the compensation provided in the Scheme should be struck out.

It will be observed that by the terms of his agreement Canon Gregg bound himself to keep the premises in "good repair."

As bearing on the fulfilment of that obligation, and also as illustrative of the assertion that "he has enhanced the actual selling value of the premises by £400," it may be useful to quote from the reports of two Architects upon them.

On 15th Dec., 1892, Mr. Mitchell, late Architect to the Commissioners of Education, reported amongst other things, as follows:—

"I am quite familiar with the School buildings—having visited them every year since 1879. They are in a bad condition at present—no repairs of any kind having been carried out for more than two years past—while the same laid out in this manner during previous years were quite sufficient to keep the buildings in good order.

"The first requisite is a new roof. The ceilings, wall plastering, painting, painting, outside dashing are all very bad, and would need to be almost completely renewed. Taking this into account I estimate that an expenditure of £600 to £800 will be required in order to put these buildings into complete and permanent repair, such as would be suitable for their present purpose."

Now I think it perfectly shocking that Canon Gregg should be allowed to treat these buildings in this way, simply to let them go to ruin, under the annual inspection of the Architect of the Commissioners of Education, but I consider it simply unintelligible that the Judicial Commissioners should make such scandalous neglect the grounds for their Scheme of compensation to the amount of £400, for improvements! Why on that report Canon Gregg ought to be compelled to make good the partial neglect of previous years, and the total neglect since 1890, which will entail for repairs on some one an outlay of £600 to £800.

But bad as the state of things here revealed, it is fair enough compared with the report of R. Fogarty, Esq., Architect to the Representative Church Body for the Province of Munster. In the course of his observations he says:—

"I find that the house is in a very dilapidated condition—one portion of the roof is sunk in the centre. . . . The woodwork, including sashes, doors, floors, &c., are much decayed. Valuing the building then as a School premises, I consider that the large expenditure necessary to put the house in proper order practically reduces its value to the cost of the masonry standing. This I value at £300."

To an ordinary intelligence these reports are not easily reconcilable with the provisions of the Scheme, and in particular it is rather hard to understand how "the actual selling value of the premises" can have been "enhanced by outlay of a permanently beneficial character by £400," to quote the observations of the Judicial Commissioners addressed to the Lord Lieutenant, seeing that the premises, instead of having been improved, have become dilapidated, and their whole value is less than even the alleged improvements.

But there is a still more surprising circumstance to be noticed. Canon Gregg undertook to pay £20 a year, and in addition to keep the premises in repair. By what authority then did the Commissioners spend that rent of £20 in doing repairs for him? It seems to me a scandalous abuse of trust, and I hope that some one in authority who may hear of it through these proceedings may do something to recover the public money that has been given away. But see how it affects Canon Gregg's claim. He was bound to keep the premises in repair. Instead of doing so he is relieved to the extent of £20 a year for ten years, and then making no allowance for this money which he received without right or title, he has the courage to claim compensation on account of the balance of the obligatory repairs which he was supposed to do.

I can hardly imagine that the Privy Council will sanction such audacious dishonesty.

So far then the account between Canon Gregg and the public would stand thus:—

	£	s.	d.
Claims on account of repairs—previous to 1880, disallowed because made in bad faith and without title,	235	5	4
Repairs from 1880 to present time—contingented for in Canon Gregg's own accepted proposal,	191	10	1
	426	15	5
Due by Canon Gregg, £20 a year from 1874 to present date,	420	0	0

That is even if he fulfilled his undertaking and kept the house in repair, he is undoubtedly indebted to the owners to the amount of £400, but when we see that the house has, moreover, gone into dilapidation, and through his breach of contract will require an outlay of £600 to £800 to put it into repair, I do not know how to characterize the proposal to compensate him as an improving tenant.

In all these calculations I have assumed as a fair rent the sum of £20 a year. As a fact, however, it was a most inadequate rent, and its acceptance by the Commissioners of Education is part of all their strange dealings with this property.

Canon Gregg himself had sworn in the year 1879 that as the house then stood, with whatever repairs he had done, it was worth £60 a year. Yet within a few months of that swearing he offers £20 a year for it, and his offer is accepted.

The house was, then, comparatively new. It had been built only in 1837. It 1858 it was inspected by a Committee of the Limerick Grand Jury, who described it as an excellent house, in every way suitable for a large seminary, and the net annual value was given as £22 3s. 8d. If it is proposed to break through all contracts made by Canon Gregg with regard to this house and send him as if he were not the occupant of a house and acre of ground in a city, but an agricultural

tenant under the Land Act, I submit that then the only reasonable mode of procedure in estimating the equities of the case is to ascertain what was the fair letting value of the house when he got it. Put on one side the account of the rent for twenty-one years, then ascertain how much he has expended on permanent improvements so as to enhance the value of the premises: and if there is a balance in his favour let him have it.

I have given my opinion, or rather Canon Gregg's own, as to the annual value of the premises. For his outlay we have his account, of which I send herewith a copy, distributing the items under the following heads:—

	£	s.	d.
(1.) Not buildings in any sense,	51	2	9
(2.) Merely day to day repairs,	101	5	1
(3.) Special works for his poor school, but no use to the building otherwise,	101	1	7
(4.) Doubtful—nothing to determine whether permanent or not,	186	18	5
(5.) Prima facie permanent,	36	1	0

From this analysis it will be seen that it is a mere "bogus" account as a claim for permanent improvement. And taken in connection with the extraordinary admission of the Judicial Commissioners that they never submitted it to any competent person for report, that they did not even ascertain by personal inspection how far it corresponded with the actual works done on the premises, I submit that on the face of it, it is a sham which ought not to be allowed.

I hold then, that it is a violation of equity to grant compensation to Canon Gregg. He has been over-compensated already at the public expense—that it is a distinct violation of law to allow him compensation for what he was bound by contract to do; while, on the other hand, there is no circumstance in his case to justify any one in breaking through all justice for him. He has not even kept the terms of his contract; not he, but the Commissioners have repaired the house—between them for years they have not spent enough to keep it from going into dilapidation, and above all the circumstances under which he seized this public property make it preposterous to propose to add a final wrong against the Citizens of Limerick by giving him £430 out of the price of this house without right or title of any kind.

✠ EDWARD THOMAS,

Bishop of Limerick.

To His Excellency

The Lord Lieutenant in Council,

25 March, 1896.

BUILDINGS' ACCOUNT, ROXBOROUGH-ROAD SCHOOL, LIMERICK.

Date.	—	Not Buildings.	Rebursed.	Spent for School.	Remained.	Doctd.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1874.						
Nov. 5,	Cash to Mrs. Hall for possession,	20 0 0	—	—	—	—
"	Rent-charge,	0 2 8	—	—	—	—
"	Postage of Order,	0 0 7	—	—	—	—
"	Care Hire and Man,	0 5 0	—	—	—	—
"	Washing out House,	0 9 0	—	—	—	—
Dec. 29,	Hogg, Ironmonger,	—	—	—	—	1 11 5
"	Airy, Locksmith,	—	—	—	—	0 15 0
"	Whitewashing,	—	0 12 10	—	—	—
1875.						
Jan. 15,	Poor's Rate due on House,	7 10 0	—	—	—	—
March 10,	J. P. Evans & Co., Glass for Windows,	—	0 4 9	—	—	—
April 10,	Thompson, Plumber, Work on Roof,	—	—	—	25 0 0	—
May 2,	Plumber, on Account,	—	—	—	—	19 0 0
" 20,	Plumber, Balance,	—	—	—	—	31 9 8
" 28,	Glazing,	—	0 19 0	—	—	—
" 31,	Locksmith,	—	—	—	—	0 9 5
" 31,	Ironmonger,	—	—	—	—	2 0 8
July 6,	Mason, for Work,	—	—	—	—	0 11 4
" "	Lock,	—	0 2 3	—	—	—
August 4,	Ironmonger's Bill,	—	—	—	—	0 3 4
" 18,	Ironmonger (Hogg),	—	—	—	—	0 4 3
September,	Slater, Plumber,	—	—	—	5 17 3	—
"	Carpenter,	—	—	—	—	1 0 3
October 14,	Painting Gate,	—	1 5 0	—	—	—
Nov. 5,	Ironmonger (Hogg),	—	—	—	—	0 5 3
Sept. 23,	Thompson (Plumber),	—	—	—	—	10 0 0
1876.						
May 23,	External Painting by Bowles,	—	14 15 0	—	—	—
June 9,	Plumber's (Thompson's) Bill,	—	—	—	—	5 15 0
" 15,	Large Bell, and carriage from Dublin,	—	—	1 4 3	—	—
" "	Hanging Bell,	—	—	9 7 10	—	—
November,	Commissioners, Church Improvements,	0 2 8	—	—	—	—
Oct. 4,	Insurance of School-house,	0 18 0	—	—	—	—
1877.						
Feb. 7,	Gas Fittings,	—	—	—	5 16 9	—
" 8,	Cost of erecting Laundry,	—	—	28 17 7	—	—
July 19,	Timber Bill,	—	—	—	—	1 5 4
" 30,	Painter, F. Bowles,	—	40 0 0	—	—	—
Aug. 31,	Carpenter,	—	—	—	—	1 5 4
Sept. 13,	Omah, Papering Rooms,	—	1 6 0	—	—	—
Oct. 4,	Insurance of School-house,	0 18 0	—	—	—	—
Nov. 15,	Rent-charge,	0 2 8	—	—	—	—
1878.						
July 13,	J. and G. Boyd, Window Glass,	—	2 19 2	—	—	—
Sept. 2,	Timber Bill,	—	—	—	—	0 17 11
" 20,	Carpenter,	—	—	—	—	2 7 0
October 22,	Insurance,	0 18 0	—	—	—	—
November,	Rent-charge,	0 2 8	—	—	—	—
	Carried forward,	31 9 3	62 4 0	30 9 8	34 15 0	132 4 2

Date.	—	Not In Kings.	Ephemeral.	Special for School.	Permanent.	Deceased.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
	Brought forward, . . .	31 9 3	63 4 0	30 9 6	34 16 0	133 4 2
1876.						
March 30,	Evergreens and Planting, . . .	—	3 8 8	—	—	—
June 21,	Glazing,	—	0 15 0	—	—	—
" 30,	Plumber,	—	—	—	—	1 4 4
October 2,	Glazing,	—	0 14 7	—	—	—
Dec. 31,	W. Evans, Plumber, . . .	—	—	—	—	1 4 6
1877.						
Feb. 26,	Rent-charge,	0 2 8	—	—	—	—
March 1,	J. P. Evans and Co., Glazing, .	—	0 6 8	—	—	—
July 6,	Ironmonger,	—	—	—	—	0 8 5
" 7,	Buildings, Expenses, and Labourer,	—	—	—	—	2 14 4
Dec. 31,	Plumber,	—	—	—	—	2 14 5
"	Whitewashing,	—	1 5 0	—	—	—
1878.						
Jan. 31,	American Stove for Kitchen, .	—	1 8 4	—	—	—
August 24,	Newson's Bill (Balance of Account),	—	—	—	—	2 2 5
Sept. 25,	Insurance,	0 18 0	—	—	—	—
Nov. 14,	Rent-charge,	0 2 8	—	—	—	—
1879.						
Feb. 27,	Plumber (Evans),	—	—	—	—	0 3 6
May 29,	Repairs of Gate (Lee), . . .	—	1 10 0	—	—	—
Sept. 7,	Locksmith,	—	0 5 4	—	—	—
"	Nails,	—	0 0 3	—	—	—
October 2,	Insurance,	0 16 0	—	—	—	—
Nov. 4,	Rent-charge,	0 2 8	—	—	—	—
Dec. 4,	Whitewashing,	—	1 5 0	—	—	—
" 31,	Plumber (Evans),	—	—	—	—	1 6 0
1880.						
Sept. 30,	Insurance,	0 18 0	—	—	—	—
October 18,	Whitewashing,	—	1 5 0	—	—	—
Nov. 12,	Rent-charge,	0 2 8	—	—	—	—
" 20,	Ironmonger (Hogg),	—	—	—	—	0 3 4
Dec. 31,	Plumber (Evans),	—	—	—	—	0 15 10
1881.						
July 14,	Plumber (Evans),	—	—	—	—	1 1 3
April 3,	Timber,	—	—	—	—	0 6 3
Sept. 22,	Insurance,	0 18 0	—	—	—	—
Dec. 16,	Rent-charge,	0 2 7	—	—	—	—
1882.						
Jan. 10,	Plumber,	—	—	—	—	0 15 0
" 26,	Timber,	—	—	—	—	0 4 3
October 4,	Glass and Paint (Evans), . .	—	1 5 0	—	—	—
July 18,	Hogg's Bill, Ironmonger 3 pipes,	—	—	—	—	0 11 4
Sept. 19,	Insurance,	0 18 0	—	—	—	—
" 20,	Repairs to Stove,	—	1 2 4	—	—	—
October 24,	Twelve loads of Gravel, . . .	—	1 16 0	—	—	—
Nov. 30,	Rent-charge,	0 2 7	—	—	—	—
Dec. 13,	J. P. Evans,	—	—	—	—	0 4 10
1883.						
June 9,	Stone for setting Gate, . . .	—	—	—	0 12 0	—
" "	Carriage of Stone,	—	—	—	0 2 6	—
" "	Labour at same,	—	—	—	0 10 6	—
Sept. 24,	Timber Bill,	—	—	—	—	0 17 3
" "	Insurance,	0 18 0	—	—	—	—
" 27,	Pipes,	—	—	—	—	0 8 6
October 25,	Carpenter,	—	—	—	—	5 0 0
Nov. 4,	Rent-charge,	0 2 7	—	—	—	—
Dec. 31,	Plumber's Bill,	—	—	—	—	2 0 6
"	J. P. Evans,	—	—	—	—	3 10 0
	Carried forward, . . .	57 15 8	78 4 4	30 9 8	36 1 0	189 12 0

Date.	—	For Feedings.	Expenses.	Special for School.	For Rent.	Donors.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
	Brought forward, . . .	37 15 8	73 4 4	30 9 8	36 1 0	135 12 0
1884.						
May to Oct.	Cost of construction of Sewer from Barn of House to far end of Field, opening a large Cess Pool, . . .	—	—	58 0 4	—	—
July 20,	Trough Water Closet in connection with Sewer, . . .	—	—	4 17 9	—	—
"	Carriage of same from Glasgow, . . .	—	—	0 6 6	—	—
"	Hogg's Bill for Traps, . . .	—	—	1 5 1	—	—
"	Allen's Bill, . . .	—	—	0 2 10	—	—
Nov. 24,	Cusack's Bill for Colouring Ceiling, . . .	—	3 10 4	—	—	—
Sept. 27,	Insurance, . . .	0 18 0	—	—	—	—
Oct. 20,	Gravel, 14½ tons, . . .	—	2 10 9	—	—	—
"	Cartage, . . .	—	0 14 0	—	—	—
"	Flooring Glass, . . .	—	0 6 5	—	—	—
"	Flooring, . . .	—	0 10 6	—	—	—
Nov. 16,	Repairs to Boiler, . . .	—	0 4 6	—	—	—
Dec. 31,	Plumber's Bill from May to December, . . .	—	—	—	—	18 15 8
"	Ironmonger's Bill, repairs of Stove, &c., . . .	—	1 8 2	—	—	—
1885.						
April 30,	Setting Boiler, . . .	—	0 5 8	—	—	—
Sept 7,	Glass, . . .	—	0 4 10	—	—	—
" 28,	Insurance, . . .	0 18 0	—	—	—	—
Nov. 12,	Rent-charges, . . .	0 2 8	—	—	—	—
Dec. 31,	School-room Stove, . . .	—	—	4 15 11	—	—
1886.						
Jan. 19,	Glass, . . .	—	0 0 10	—	—	—
April 8,	Glazing, repairs Gate, Cartage, . . .	—	0 4 3	—	—	—
" 13,	Flags, . . .	—	—	—	—	0 19 4
" 14,	Whitewashing, . . .	—	2 0 0	—	—	—
"	Glazing, repairs Gate, Time, . . .	—	9 7 3	—	—	—
Sept. 20,	Insurance, . . .	0 18 0	—	—	—	—
Dec. 12,	13 tons Gravel, . . .	—	1 11 5	—	—	—
"	Cartage, . . .	—	0 10 0	—	—	—
" 18,	Rent-charges, . . .	0 2 8	—	—	—	—
"	Repairs of Gate, . . .	—	1 0 0	—	—	—
" 31,	Plumber, . . .	—	—	—	—	1 3 3
Dec. 31,	J. P. Evans, . . .	—	—	—	—	0 2 0
"	Boiler, &c., . . .	—	3 6 0	—	—	—
1887.						
Sept. 5,	Repairs, Flooring, . . .	—	1 2 3	—	—	—
" 20,	Insurance, . . .	0 18 0	—	—	—	—
October 8,	Rent-charges, . . .	0 2 8	—	—	—	—
" 31,	Building Expenses (Hogg), . . .	—	—	—	—	2 12 8
"	Plumber, . . .	—	—	—	—	2 16 10
"	Tank, . . .	—	—	1 3 6	—	—
1888.						
Feb. 27,	4 tons Gravel, . . .	—	0 9 8	—	—	—
"	Cartage, . . .	—	0 4 0	—	—	—
July 31,	Bills for Shirts, . . .	5 6 5	—	—	—	—
Sept. 20,	Insurance, . . .	0 18 0	—	—	—	—
Nov. 30,	Locksmith, . . .	—	0 12 6	—	—	—
Dec. 4,	Rent-charges, . . .	0 2 8	—	—	—	—
" 31,	Plumber, . . .	—	—	—	—	0 12 8
"	J. P. Evans, Glass, . . .	—	1 13 3	—	—	—
	Total, . . .	81 2 9	101 5 1	101 1 7	36 1 0	188 18 5
				£476 8 10		

SUMMARY.

	£ s. d.	£ s. d.
Total amount claimed by Canon Gregg for Buildings,	—	470 8 10
Of which was expended—		
Not on Buildings,	51 9 7	—
On Ecclesiastical Works,	101 5 1	—
On Special Works for School,	101 1 7	—
	<hr/>	253 9 3
Balance,	—	219 18 7
Of which was expended—		
On Permanent Works,	—	35 1 0
Balance,	—	184 17 7
Of this summing alone amounts to	—	153 0 6
Balance,	—	33 16 11

This balance remains doubtful and may be allowed to go to Permanent Improvements.

✠ R. T., Bishop of Limerick,
23 March, 1896.

2.—THE CORPORATION OF LIMERICK.

WE, the Mayor, Aldermen, and Burgesses of the City of Limerick, object to Scheme No. 80, Supplemental, framed by the Educational Endowments (Ireland) Commissioners, dealing with the Limerick, Killaboe, and Kiltenera Diocesan Schools, on the following grounds:—

1. That neither the Educational Endowments (Ireland) Act, 1885, nor any of the Orders in Council made thereunder gives to the Judicial Commissioners any power to frame this Supplemental Scheme, or to adopt the proposed procedure of submitting the proposed Scheme for the approval of His Excellency the Lord Lieutenant in Council, without having published a Draft Scheme.

2. That the proposed Scheme is identical in terms with the Scheme already considered by the Privy Council on 24th August, 1892, and then remitted to the Commissioners with a declaration condemnatory of the compensation principle embodied therein, and that the Privy Council is now precluded by that declaration from reconsidering the Scheme or the compensation principle embodied in it.

3. That having regard to the resolution of the House of Commons, passed on the 21st day of May, 1895, the proposed Scheme should not now be approved of by His Excellency the Lord Lieutenant in Council.

4. That the Reverend Canon Gregg is not entitled to any compensation because:—

(A) No evidence has ever been given to show that he has made any outlay of a permanently beneficial character on the premises situate at the Roxboro'-road, in the City of Limerick.

(B) That the Report of the late Architect of the Commissioners of Education, already laid before Privy Council, is inconsistent with such a claim.

(C) That his detailed Statement of Account, on the face of it, represents outlay of a temporary character, and not outlay on permanent works or improvements.

(D) That there is no evidence that the premises are now in better condition than when the Reverend Canon Gregg got them, but on the contrary, as we charge and believe, the premises are now in a worse condition.

(E) That even if the Reverend Canon Gregg did expend £400 on permanent improvements, he is not and never has been a tenant of these premises, and his recognition as such by the Commissioners of Education is contrary to the express terms of the Act of Parliament by which these premises are vested in the Commissioners, 53 George III, c. 107.

(F) That for six years the Reverend Canon Gregg held these premises without any legal title, and from the time when he went into possession of the said premises up to the present, he never paid rent in respect of that period.

(G) That the Reverend Canon Gregg should not be allowed compensation for any outlay made during that period while he had not any legal title whatever to the possession of the said premises, and while the said premises wholly ceased to be employed for the purposes for which they were founded and established.

(H) That the Reverend Canon Gregg has held these premises practically free of rent for 23 years, and the full letting value of them for that time ought he set off against his claim, if any.

(1) Finally, if it should be decided that the Reverend Canon Gregg is entitled to compensation, he should get only such balance as may be found in his favour on the following basis of calculation, videlicet—after giving him credit for outlay of a permanently beneficial character, as ascertained by the evidence taken at different inquiries, omitting from the said credit all outlay made by him up to December, 1879, a sum representing the fair annual rent of the said premises from that period to the present time, which would, as we charge and believe, be a yearly sum of £60, should be set off as against the sum to which the Reverend Canon Gregg would on the basis aforesaid be entitled in respect of outlay of a permanently beneficial character.

Signed on behalf of

The Mayor, Aldermen, and Burgesses of the City of Limerick.

W. M. NOLAN,

Mayor of Limerick

ROBERT MACDONNELL,

Town Clerk

S.—REV. CANON J. F. GREGG.

48 and 49 Vic., chap. 78.

EDUCATIONAL ENDOWMENTS (IRELAND) ACT, 1885.

No. 90.

THE LIMERICK DIOCESAN SCHOOL HOUSE, CITY OF LIMERICK.

OBJECTIONS to the SUPPLEMENTAL SCHEME relating to LIMERICK, KILLASNO, and KILKENORA DIOCESAN SCHOOL ENDOWMENT, signed by the Judicial Commissioners, January 28th, 1886, and Amendments proposed thereon by the Rev. Canon Gregg, Rector of the Parish of Saint Lawrence, Limerick.

By the provisions of the Supplemental Scheme it is proposed that the Commissioners of Education shall put up for sale by Public Auction all their Estate and interest in the land building and premises described in the Schedule annexed to the Scheme, and that the Rev. James FitzGerald Gregg shall be entitled to absolute credit out of or against the purchase money to the sum of £400 in respect of moneys expended by him in the said premises, and to the sum of £50 for goodwill.

To that part of the proposal contained in the Supplemental Scheme relating to the Sale by Public Auction of the Estate and interest of the Commissioners of Education in the land, building, and premises, I object for the reasons which I will state hereafter. I also object to the sum proposed to be allowed for goodwill or disturbance as insufficient; and in addition to the sum proposed in the Scheme to be allowed for moneys expended by me on the said premises I claim the further sum of 266 lbs. 6d. recently expended on sanitary alterations, which were immediately and absolutely required.

PRELIMINARY STATEMENT.

1. The Diocesan Schools of Ireland, including that of Limerick, Killasno, and Kilkennora, were established by an Act passed in the 12th year of Queen Elizabeth for the erection of Free Schools in connection with the Church of Ireland. These schools were strictly Protestant schools, and the stipends of the schoolmasters, who were members of the Church of Ireland, were paid by the Bishops, Parsons, Vicars, &c., of the Dioceses to which they belonged.

2. The old Diocesan Schoolhouse of Limerick, which was situated in Thomas-street, having fallen into ruin, a new schoolhouse was erected in the year 1837 on a site, the title of which was purchased by the Commissioners of Education (known as the Clare-street Commissioners) from the Corporation of Limerick for the sum of £400, which sum was provided thus:—

	£	s.	d.
By Sale of old Schoolhouse,	135	11	5
„ City Presentment,	241	0	0
Advanced by the Commissioners of Education,	35	8	7
	£400	0	0

On the site so purchased, which was situated in the Parish of Saint Lawrence, the new Schoolhouse was erected at a cost of £1,672 levied by Grand Jury presentments off the County of Limerick, between the years 1811 and 1830.

3. On the appointment of the Rev. Dr. Hall as Diocesan Schoolmaster in 1865, he applied to the Commissioners of Education to give him possession of the Schoolhouse, but the Secretary told him to get into possession the best way he could. This he effected by paying £1 10s. 6d. to the party then resident in the building, and then getting his bed in through the window of the Schoolhouse.

4. On the passing of the Irish Church Act in 1839, the Diocesan School ceased to exist, and the Rev. Dr. Hall, having committed and compounded his life interest in the stipend, continued to reside in the Schoolhouse until his death in 1874. The Rev. Dr. Hall having made several attempts to dispose of the School premises to the Commissioners of Education and having failed to do so, then offered to sell the place to me as the Rector of the Parish for £300. I declined his offer, but I called at the Office of the Commissioners of Education in Clare-street, on the 13rd day of April, 1874, to make enquiries; and in October, 1874, I wrote offering to purchase the Schoolhouse and ground, but owing to the complicated nature of the case they could not give any decided answer to me.

5. After the death of the Rev. Dr. Hall, his widow being anxious to leave received offers from several persons who were desirous of obtaining possession of the premises from her. Having ascertained from the Secretary of the Commissioners that I would be safe in giving Mrs. Hall a sum of money for possession of the premises, I paid her £30 and obtained possession. I at once communicated the fact to Dr. Kyle, the Secretary, and to the Bishop of Limerick, who was one of the Commissioners.

6. The whole matter (including my offer to purchase or take a lease of the place) came before the Commissioners of Education at their meeting on 29th day of January, 1875, when it was resolved that I should be allowed to remain in possession for two years without paying any rent, on condition of my putting the house—which was in a very dilapidated condition—in a state of repair, and that then I would be accepted as tenant at a moderate rent. The house being in such a dilapidated and insanitary state, I wrote objecting to some of the conditions on the 8th day of February, 1875. To that letter I received no reply, and the matter remained in abeyance for over four years.

7. On the 17th day of December, 1875, I received a letter from the Commissioners of Education in which they stated that, having re-considered their resolution of January 29th, 1875, they would accept me as tenant from year to year on my sending a written proposal. Having done so I was accepted as tenant, and I have remained so ever since.

8. In December, 1885, I received the following reply to an offer which I made to the Commissioners of Education:—

12th December, 1885.

DEAR SIR,—The Board have considered your memorial, asking that a Scheme should be submitted to the Commissioners of Educational Endowments, whereby the Board would be empowered to sell the Limerick Schoolhouse, with right of pre-emption reserved to you, and I am to inform you that my Commissioners are favourably inclined towards such a project, but cannot until they have more fully considered the matter come to a final conclusion.

I am, yours, &c.,

R. McDOWELL,

Secretary.

9. The draft Scheme (which was issued March 25th, 1889, in terms gave me the right of pre-emption) was subsequently withdrawn by the Commissioners of Educational Endowments, and another was substituted for it, by which the right of pre-emption was taken away, and a sale of the premises by public auction was proposed instead. In consequence of this departure from the original draft Scheme, I objected to the auction Scheme, and I proposed as an amendment that the Commissioners of Education should have the school premises valued (as was done in the two other Limerick cases, namely, the Leamy School Buildings, and the Mungret College Buildings and land), and that they should offer them to me at such valuation, allowing me the £450 which I had expended on the place to make it habitable and for its preservation.

10. The Privy Council before which my objections and proposed amendment were heard on the 24th of August, 1892, after a lengthened hearing remitted the Scheme to the Commissioners of Educational Endowments with a declaration giving me the right of pre-emption (which the Commissioners themselves had given me in terms in the draft Scheme which they issued in March, 1889), at a price to be ascertained by valuation, and disallowing the £450 granted to me in the Scheme for my expenditure on the school premises, and for disturbance.

11. Objections to this decision having been lodged, the amended Scheme came on two subsequent occasions before the Privy Council, and on each occasion the right of pre-emption given to me was confirmed, and the purchase money was fixed at £831, the sum ascertained by the Commissioners of Valuation, the same authority which ascertained the value of the Mungret College Buildings and land.

12. Against this Scheme, which was the result of the decisions of three Privy Councils after searching and lengthened investigation, a petition was presented by the Corporation of Limerick to the Lord Lieutenant in Council, praying that the Scheme might be laid before Parliament. The request of the petitioners having been complied with, the Scheme (which had lain on the table of the House of Commons for a considerable time) came on for consideration at a very late hour, one o'clock of the morning of the 21st of May, 1895, and a resolution disapproving of that part of the Scheme which gave me the right of pre-emption was carried by a majority of five.

13. In consequence of this resolution the Scheme excluding the right of pre-emption was sent back to the Lord Lieutenant, and by him was sent to the Commissioners of Educational Endowments to report upon it. The present Supplemental Scheme is the result, in which it is again proposed to sell the School premises by Public Auction, and to give me credit, out of and against the purchase money of £400, in respect of money expended by me upon the School premises, and £50 by way of allowance for goodwill.

OBJECTIONS.

My objections to be deprived of the right of pre-emption of the school premises, which it is proposed to do by the Supplemental Scheme now issued, are:—

First.—I contend and submit that all my dealings in connection with the getting possession of the Diocesan school premises were with the knowledge and acquiescence of the Commissioners of Education, in proof of which I recognized their title, and became their tenant at a moderate rent, in consequence of the educational purposes to which I applied the premises.

Second.—I refer to the fact that the Protestant community of all denominations of the City and County of Limerick approve of my possession of the Diocesan school premises, and in further support thereof to a resolution of the Diocesan Council of the Diocese of Limerick, in which it is stated "with reference to the Roxborough School Endowment, the Council objects to the Scheme of the Commissioners inasmuch as it offers the Schoolhouse to public auction, though it has always been in Protestant hands, is a useful educational establishment, and is occupied by the present manager with the knowledge and assent of the Commissioners of Education. The Council submits that it would be but just to act on the principle by which they have been guided in other similar cases, and to offer it to the present Manager at a valuation to be made by the Commissioners themselves."

Third.—And, further, I wish to state that since the Diocesan Schoolhouse came into my possession it has been the parochial schoolhouse of my parish of Saint Lawrence, and that in the event of its passing out of my hands (as it stands possible by the Supplemental Scheme) the parish, in which there are not any other premises available for school purposes, will then be left without any parochial schoolhouse, and the schools for girls and infants connected with my Church and Parish of Saint Lawrence, which have at present on the rolls 67 pupils in attendance, will be completely broken up.

Fourth.—And, lastly, I object to the sale by Public Auction of the Limerick Diocesan Schoolhouse and land, as proposed in the Supplemental Scheme, because it refuses to me a right which was recognized and conceded to the Jesuit body, who were in possession of the Mangret Buildings and Model Farm of 70 acres, granted originally for agricultural education, and a property which cost £8,500 was given to that body at a valuation of £2,400.

For these reasons I object to the Sale by Public Auction, and I submit that I am entitled to the same advantages as the Jesuit Body, viz., to be given the right of pre-emption of the Diocesan School premises of which I am in possession for so many years.

PROPOSED AMENDMENTS.

The amendments which I propose to the Supplemental Scheme, referred to in the previous objections, are:—

First.—That the Privy Council grant to me the right of pre-emption of the Limerick Diocesan School premises in fee-simple, conceded to me in terms in the Draft Scheme published by the Commissioners of Educational Endowments in 1889, and given to me by the decisions of three Privy Councils, at the valuation of £531, made by the Commissioners of Valuation, and named in the Scheme which was provisionally approved by the Lord Lieutenant in Council, in June, 1894, or, as an alternative, that the Privy Council grant to me fixity of tenure of the premises for educational purposes, subject to the rent of £20 a year, stated in the Agreement made between the Commissioners and me in December, 1879, when I became their tenant.

Second.—In the event of the Privy Council not granting me either the right of pre-emption, or fixity of tenure of the premises, I propose, as an amendment to the proposed allowance of £50 for disturbance mentioned in the Supplemental Scheme, which is insufficient, that I be allowed £390, being ten years' value of the rent; and that, in addition to the £400 named in the Supplemental Scheme in respect of monies expended by me on the premises in making them habitable, I be further allowed the sum of £56 15s. 6d., additional expenditure recently laid out by me under the superintendence of Mr. Robert Fogarty, C.E., on sanitary alterations to the various closets, sewers, vents, &c., which were absolutely and immediately required to put the premises in a proper sanitary condition, and to satisfy the Local Sanitary Authorities.

All which I submit as my objections and amendments to the Supplemental Scheme relating to the Limerick, Killaloe, and Killybegga Diocesan School Endowment.

Dated at Limerick, this 16th day of March, 1896.

JAMES FITZGERALD GREGG,

Rector of Saint Lawrence, and
Canon of St. Patrick's National Cathedral.

Notices may be served on me at the Office of my Solicitor, Mr. WM. M. BRADSHAW, 5, Foster-place, Dublin.

OBSERVATIONS

Of the Judicial Commissioners upon the foregoing Objections.

The Scheme now awaiting the consideration of the Lord Lieutenant in Council has been framed by the Judicial Commissioners in obedience to the request conveyed to them in the letter of the Assistant Under-Secretary, dated December 16, 1895, that they should "frame a Scheme for the Limerick Diocesan Endowment, to be submitted with all practicable speed for the provisional approval of the Lord Lieutenant in Council."

The same letter informed the Judicial Commissioners that "for this purpose the powers of the Commissioners, which had been extended with respect to the Endowments included in Scheme No. 20, would be further extended by Order in Council till July 31st, 1896." This has since been done.

A Draft Scheme was duly published by the Commission on August 4, 1896, and the proceedings prescribed by the Educational Endowments (Ireland) Act, 1885, Secs. 21 and 22, including the receipt and consideration, by the full Commission, of Objections raising the same questions which are now before His Excellency in Council, were duly taken.

The present Scheme has been framed by the Judicial Commissioners in exercise of the powers vested in them by the Act, Sec. 23. Their procedure in this instance has been precisely the same as that which was adopted, after full consideration, in the only other case in which a Scheme framed by them was disapproved, in whole or in part, by Resolution of either House of Parliament, viz.:—Scheme No. 48, for Rainey's School, Magherafelt.

The Scheme now submitted is identical, so far as it relates to the questions now pending, with the Original Scheme which was signed by the Judicial Commissioners on April 27, 1892. Objections similar to those now awaiting consideration, were presented to the Original Scheme, by all three of the parties now objecting to the present Scheme, and, upon that occasion, the Judicial Commissioners had the honour to submit the following Observations, which deal with the same questions which are now raised, and with the subjects of the present Objections; accordingly the Judicial Commissioners beg permission to repeat them.

The Limerick Diocesan School Endowment.

The only remaining Endowment of the Limerick Diocesan School consists of a plot of ground at Roxborough Road, Limerick, held in fee-simple, and purchased for £400, with buildings upon it, which were erected in 1837 at a cost of £1,672 15s. 4d. The cost of the land and buildings was provided by Presentments of the Grand Juries of Limerick City and County, and the property is vested in the Commissioners of Education in Ireland under a Deed of Conveyance, which is in their possession, dated April, 1838.

The premises have been occupied by the Rev. Canon Gregg since 1874, and since December 18, 1879, he has held them as tenant from year to year to the Commissioners under a written agreement, subject to the yearly rent of £30; but the amount of the rent has been expended upon repairs.

The Judicial Commissioners were unable to see that the title of the Commissioners of Education to the possession of these premises was ever open to any question, though it was doubtful how far they had power to dispose of them after the Diocesan School, through the operation of the Irish Church Act, 1869, had ceased to exist.

The Rev. Canon Gregg uses the premises for the purposes of a Charitable Boarding and Daily School for Protestant female children. By Draft Scheme No. 54, published on March 25, 1889, it was proposed, subject to the consent of the Rev. Canon Gregg, to provide for the management of this school, and for his acquiring, by pre-emption, the premises of the Diocesan School. Objections were received to this Draft Scheme, which were considered at Limerick on October 25 and 26, 1889, and it has not been further proceeded with, pending the settlement of a Scheme for the Diocesan School Endowment.

After the inquiries at Limerick, the Judicial Commissioners were unable to agree to a Scheme that would confer upon the Rev. Canon Gregg an absolute right of pre-emption. But the present Scheme provides that he shall have absolute credit, in the event of his tenancy being determined, for the full amount expended by him upon the Diocesan School premises for permanent repairs or improvements, with a bonus or allowance, in addition, of £50 by way of compensation for good will. The circumstances of the Rev. Canon Gregg's occupation and tenancy have an important bearing upon the questions of his right to pre-emption and compensation. These circumstances are peculiar, and differ from those existing in the instances in which rights of pre-emption have been given by other Schemes. In the case of Mungret, the occupiers took possession under a lease, and they expended upwards of £12,000 upon the premises; Scheme No. 24 places the price of £2,500 upon the lessor's interest, without giving any credit to the occupiers for their expenditure. In the case of the Leamy School Buildings, Scheme No. 35 places the value of £2,000 upon them as part of the Endowment, to continue to be used as such. The principles adopted in these cases did not appear applicable to the Rev. Canon Gregg's tenancy, and the principle applied in his case was that of indemnifying him against all loss, in the event of his occupation being disturbed, but providing against that event, unless, upon public sale, it should appear that the selling value of the property in his occupation exceeded the total amount of his expenditures, calculated upon a basis which would, practically, leave him the occupation since 1874 free of rent and repay his outlay on repairs.

Upon the hearing of the Objections to the Original Scheme, His Excellency in Council on April 27, 1892, was pleased to remit the Scheme to the Judicial Commissioners with the following Declaration:—

"That a right of pre-emption of the Roxborough-road School, in fee-simple, be given to the Rev. Canon J. F. Gregg at a price to be ascertained by valuation; and that, in case he shall not become the purchaser, the premises to be set up and sold as provided in the draft Scheme.

"That the claim of the Rev. Canon Gregg to credits out of the purchase-money be disallowed in any event."

The Judicial Commissioners understood the words "in any event," occurring in this Declaration, as, by necessary construction, referring to the alternative event of the Rev. Canon Gregg's becoming, or not becoming, the purchaser of the premises, and they could not regard those words as referring to an event which has since happened, but which could not have been within the contemplation of the Privy Council, namely, the disapproval of the Declaration itself by Resolution of the House of Commons.

In obedience to the above quoted Declaration, an Amended Scheme, conferring the right of pre-emption upon the Rev. Canon Gregg, was framed by the Judicial Commissioners on February 27, 1893. This amended Scheme was afterwards remitted for further consideration as to the amount of the valuation placed upon the premises, and, having been re-submitted by the Judicial Commissioners without alteration, it was provisionally approved by His Excellency in Council on June 22, 1894.

This Scheme was disapproved by Resolution of the House of Commons, dated May 20, 1895, in so far as it gave to the Rev. Canon Gregg the right of pre-emption in the premises.

By letter dated November 19, 1895, the Chief Secretary requested the Observations of the Judicial Commissioners upon the Scheme, with reference to the Resolution of the House of Commons.

The Judicial Commissioners in their reply, dated November 26, 1895, pointed out that the effect of striking out the pre-emption clause, without reinstating the original compensation clause, would be to deprive the Rev. Canon Gregg both of the right of pre-emption directed by His Excellency in Council, and also of the compensation to which the Judicial Commissioners originally, and still, thought him to be justly entitled, in substitution for which the clause of pre-emption was inserted.

They also directed attention to the debate upon the Resolution, from which they thought it sufficiently appeared that some at least of those who supported the Resolution, including the Right Hon. John Morley, then Chief Secretary to the Lord Lieutenant, did not intend to disapprove of the provisions which had been made by the Judicial Commissioners in their Original Scheme.

They therefore thought that, if the right of pre-emption should be taken away from the Rev. Canon Gregg, the right of compensation, for which the pre-emption had been substituted, ought to be restored; and they suggested that it was probable that, if attention had been called to it at the time, the Resolution of the House of Commons would have been so expressed.

Under those circumstances they observed that, if His Excellency should so desire, they were prepared to re-insert the compensation clause from the Original Scheme, in place of the pre-emption clause which had been disapproved by the House of Commons, and to submit the same for His Excellency's approval, and they expressed their belief that this would be the just and expedient course to pursue.

Upon receiving His Excellency's request, as quoted above, the present Scheme was prepared accordingly.

In addition to the evidence and documents to be found in the Reports of their own Commission, and to which they beg to refer, the Judicial Commissioners had under their consideration the evidence taken by the Endowed Schools (Ireland) Commission, 1878-81, and in particular, the Report of the Public Enquiry held at Limerick on October 1, 1879, contained in the Report of that Commission, vol. ii., pp. 379-388.

In that evidence the circumstances under which the Rev. Canon Gregg obtained possession of, and occupied, the Limerick Diocesan School premises fully appear, with a description of the condition of the buildings when he first got them, and of his expenditure upon them, which he stated to have amounted up to October 1, 1879, to £442 11s. 4d.

Having fixed the compensation in the Original Scheme at £450, after giving the case and all its circumstances their best consideration, the Judicial Commissioners do not desire now to enter into a detailed discussion of items, but they think it right to observe that, before fixing that amount, they carefully went through the account furnished to them by the Rev. Canon Gregg, which was vouched both by his statement and by the certificate of an accountant, and they considerably reduced his claim; they did not allow any sum which was covered by the rent which he was liable to pay, down to the date at which they investigated the account; and the Commissioners of Education have informed them that the subsequent rent has been regularly paid by the Rev. Canon Gregg, and the amount of it is included in the money Endowment comprised in the Schedule to the present Scheme.

The Objection of the Most Rev. Dr. O'Dwyer describes the sum of £36 1s. part of the Rev. Canon Gregg's claim, as consisting of expenditure *prima facie* permanent; it classifies the further sum of £186 18s. 5d. as having "nothing to determine whether it be permanent or not"; the cost of "special works" described as executed by the Rev. Canon Gregg for the purpose of his own occupation, is set down as amounting to £101 1s. 7d., and this sum would be lost to him upon eviction, and therefore would be the subject of compensation, whether beneficial to his successor or not; the expenditure described as "not upon buildings," includes such outlay as the money

actually paid for obtaining possession of the premises, and the arrears of rates due at the time; of the residue, the sum of £50 allowed for "good will" may raise a question of discretion or of principle, but can not depend upon a question of mere account. If these figures be taken into consideration, and if the Rev. Canon Gregg be thought justly entitled to any compensation at all, it will be seen that the total amount involved in so much of the Objection of the Most Rev. Dr. O'Dwyer as deals with items, does not exceed £50.

The foregoing Observations are submitted by order of the Judicial Commissioners.

N. D. MURPHY, Secretary.

Office of the Commission,
23, Nassau Street, Dublin,
April 14, 1896.

EDUCATIONAL EXPENDITURE (IRELAND)
ACT, 1891.

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